

1 BERMAN O'CONNOR MANN & SHKLOV  
2 Suite 503, Bank of Guam Building  
3 111 Chalan Santo Papa  
Hagåtña, Guam 96910  
Telephone: (671) 477-2778

4 Attorneys for *M/V KANA-MARU NO. 1*  
5 and *TOSHIHIKO IKEMA*

**FILED**

DISTRICT COURT OF GUAM

MAR 20 2006

MARY L.M. MORAN  
CLERK OF COURT

**IN THE DISTRICT COURT OF GUAM**

6 MARUWA SHOKAI GUAM, INC.,  
7 a Guam corporation,

8 Plaintiff,

9 vs.

10 M/V KANA-MARU NO. 1  
11 and TOSHIHIKO IKEMA,

12 Defendants.

13 TOSHIHIKO IKEMA,

14 Counterclaim-Plaintiff,

15 vs.

16 MARUWA SHOKAI GUAM, INC.,  
17 a Guam corporation,

18 Counterclaim-Defendant.

19 M/V KANA-MARU NO. 1  
and TOSHIHIKO IKEMA,

20 Third-Party-Plaintiffs,

21 vs.

22 MARUWA SHOKAI, LTD.,  
23 a Japan corporation,

24 Third-Party Defendant.

CIVIL CASE NO. CIV00-00029

**MOTION AND MEMORANDUM  
TO WITHDRAW AS COUNSEL**

**MOTION TO WITHDRAW AS COUNSEL**

26 COMES NOW, Daniel J. Berman, Esq., of the Law Office of Berman O'Connor Mann & Shklov,

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4 and hereby requests this Court for an Order granting Motion to Withdraw as counsel of record for  
5 Defendants Toshihiko Ikema and M/V Kana-Mar No. 1 due to the financial burden to them and a failure  
6 of any communication. This request is supported by the Memorandum of Points and Authorities below and  
7 the Declaration of Daniel J. Berman, Esq., filed contemporaneously herewith.

8 **MEMORANDUM OF POINTS AND AUTHORITIES**

9 The Law Office of Berman O'Connor Mann & Shklov brings on this Motion to Withdraw as the  
10 Counsel of Record for Defendants Ikema and M/V Kana-Mar No. 1, due to the cost of further legal  
11 representation and a failure to participate in any communication.

12 Counsel finds it not possible to continue to represent Defendants Ikema and M/V Kana-Mar No.  
13 1 in light of the clients' failure of any communication and failure to pay the contract compensation due to  
14 counsel. This request to withdraw is made in compliance with the letter of the Rules of Professional  
15 Responsibility, and with the desire not to prejudice the rights of the clients in this matter.

16 Rule 1.16 Declining or Terminating Representation states that a lawyer shall withdraw when:

17 (a)(3). The lawyer is discharged;

18 (c) a lawyer may withdraw from representing a client if  
19 withdrawal can be accomplished without material adverse affect on the  
20 interests of the client, if

21 ...

22 (4). The client fails substantially to fulfill an obligation to the  
23 lawyer regarding the lawyer's services and has been given reasonable  
warning that the lawyer will withdraw unless the obligation is fulfilled;

24 The Rules make it clear that a lawyer must withdraw from representing clients when actions of the clients  
25 make it impossible for the lawyer to effectively represent the client. Here, client has failed to communicate  
26 with counsel and failed to pay its debt due to counsel

3  
4 As the Declaration accompanying this Motion illustrates, the counsel has notified the clients in  
5 writing that he will terminate representation based on clients' reluctance to pay any fees and failure to  
6 communicate, rendering the continued representation impossible.

7 For these reasons, Daniel J. Berman, Esq., and the Law Offices of Berman O'Connor Mann &  
8 Shklov, respectfully request that they be permitted to withdraw as the counsel of record for the Defendants  
9 Ikema and M/V Kana-Maru No. 1 herein.

10 Dated this 20<sup>TH</sup> day of March, 2006.

11 **BERMAN O'CONNOR MANN & SHKLOV**  
12 Attorneys for *M/V KANA-MARU NO. 1* and  
13 *TOSHIHIKO IKEMA*

14 BY:

15   
16 **DANIEL J. BERMAN**